

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICA'S JOB EXCHANGE LLC		07/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	300 Park Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5595643	AMERICA'S JOB EXCHANGE	
<b>Registration Number:</b>	3403811	AMERICA'S JOB EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-609-7798		
<b>Email:</b>	ablekhman@vedderprice.com		
<b>Correspondent Name:</b>	Aida Blekhman		
<b>Address Line 1:</b>	Vedder Price P.C.		
<b>Address Line 2:</b>	222 North LaSalle Street, Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	31656.00.0104 B. Shaw		
<b>NAME OF SUBMITTER:</b>	Aida Blekhman		
<b>SIGNATURE:</b>	/Aida Blekhman/		
<b>DATE SIGNED:</b>	08/11/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 22, 2020 is made by AMERICA'S JOB EXCHANGE LLC, a Delaware limited liability company (the "Grantor"), located at 1000 Water Street Condominium, 1000 North Water Street, Milwaukee, WI 53202 in favor of Ally Bank, located at 300 Park Avenue, 4th Floor, New York, NY 10022, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Loan Agreement (as defined herein).

### W I T N E S S E T H:

WHEREAS, Grantor, certain of Grantor's affiliates, Agent and the Lenders have entered into that certain Loan and Security Agreement dated as of December 2, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Grantor; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to continue making the Loans, in order to secure the payment and performance of Grantor's Obligations (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) References to "Sections", and "Schedules" shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in, lien and mortgage in and to

and right of setoff against all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed Trademarks constituting Collateral, including those listed on Schedule A attached hereto; provided that the foregoing shall not include any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.
5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.
6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

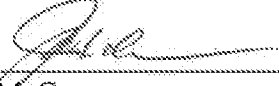
12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., “pdf” or “tif”) transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.
  
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon the Payment in Full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

*(Signature pages follow.)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

AMERICA'S JOB EXCHANGE LLC, a  
Delaware limited liability company

By:  \_\_\_\_\_

Name: Jim McCann

Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007023 FRAME: 0174**

*Signature Page to Trademark Security Agreement*

**AGENT:**

**ALLY BANK**

By:   
\_\_\_\_\_  
Thomas Marran  
Authorized Signatory

**SCHEDULE A**

to Trademark Security Agreement

**TRADEMARKS**

Owner	Mark	Application #	Registration #	Application Date	Registration Date	Status
Americas Job Exchange LLC	AMERICA'S JOB EXCHANGE (Stylized) and Design <b>AMERICA'S JOB exchange</b>	87850617	5595643	26-Mar-2018	30-Oct-2018	Registered
Americas Job Exchange LLC	AMERICA'S JOB EXCHANGE (Stylized) and Design <b>AMERICA'S JOB exchange</b>	77152751	3403811	10-Apr-2007	25-Mar-2008	Registered